

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	Ming C. Hao et al.	§	Art Unit:	3689
		§		
Serial No.:	10/725,624	§		
		§	Examiner:	Fonya M. Long
Filed:	December 2, 2003	§		
		§		
For:	System and Method for	§	Atty. Dkt. No.:	200310663-1
	Visualizing Business	§		(HPC.0516US)
	Agreement Interactions	§		

Mail Stop Appeal Brief-Patents

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

APPEAL BRIEF PURSUANT TO 37 C.F.R § 41.37

Sir:

The final rejection of claims 1-30 is hereby appealed.

I. REAL PARTY IN INTEREST

The real party in interest is the Hewlett-Packard Development Company, LP. The Hewlett-Packard Development Company, LP, a limited partnership established under the laws of the State of Texas and having a principal place of business at 11445 Compaq Center Drive West, Houston, TX 77070, U.S.A. (hereinafter "HPDC"). HPDC is a Texas limited partnership and is a wholly-owned affiliate of Hewlett-Packard Company, a Delaware Corporation, headquartered in Palo Alto, CA. The general or managing partner of HPDC is HPQ Holdings, LLC.

II. RELATED APPEALS AND INTERFERENCES

None.

III. STATUS OF THE CLAIMS

Claims 1-30 have been finally rejected and are the subject of this appeal.

IV. STATUS OF AMENDMENTS

No amendments after final rejection have been submitted.

V. SUMMARY OF THE CLAIMED SUBJECT MATTER

The following provides a concise explanation of the subject matter defined in each of the independent claims involved in the appeal, referring to the specification by page and line number and to the drawings by reference characters, as required by 37 C.F.R. § 41.37(c)(1)(v). Each element of the claims is identified by a corresponding reference to the specification and drawings where applicable. Note that the citation to passages in the specification and drawings for each claim element does not imply that the limitations from the specification and drawings should be read into the corresponding claim element.

Independent claim 1 recites a method of visualizing business agreement interactions, the method comprising:

dividing, by a computer, parties into at least three types (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

displaying, by the computer, one or more parties of a first type as nodes in a first region of a view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

displaying, by the computer, one or more parties of a second type as nodes in a second region of the view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11); and

displaying, by the computer, agreements between parties as lines between corresponding nodes (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11).

Independent claim 13 recites a method of visualizing business agreement interactions, the method comprising:

displaying, by a computer (Fig. 1:100), agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14); and

displaying, by the computer, agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14),

wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred (Fig. 5; p. 7, ¶ [0023], lines 1-10).

Independent claim 21 recites a computer-readable storage medium software for visualizing business agreement interactions to a computer (Fig. 1:100), wherein the software when executed causes the computer to:

divide parties into at least three types (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

display one or more parties of a first type as nodes in a first region of a view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

display one or more parties of a second type as nodes in a second region of the view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

display one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11); and

display agreements between parties as lines between corresponding nodes (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11).

Independent claim 25 recites a computer-readable storage medium containing software for visualizing business agreement interactions to a computer (Fig. 1:100), wherein the software when executed causes the computer to:

display agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14); and

display agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14),

wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred (Fig. 5; p. 7, ¶ [0023], lines 1-10).

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

- A. Claims 1-7, 11, and 21-23 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over U.S. Patent Application Publication No. 2003/0065546 (Gorur) in View of U.S. Patent No. 7,313,533 (Chang).**
- B. Claims 8 and 9 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2004/0210540 (Israel).**
- C. Claims 10, 27, and 29 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2005/0066026 (Chen).**
- D. Claims 12 and 24 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent No. 7,020,869 (Abrari) and Chen.**
- E. Claims 13, 14, 19, 25, and 26 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari, and Further in View of Chang.**
- F. Claim 15 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of U.S. Patent Application Publication No. 2004/0210540 (Israel).**
- G. Claims 16 and 30 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.**
- H. Claims 17, 18, 20, and 28 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.**

VII. ARGUMENT

The claims do not stand or fall together. Instead, Appellant presents separate arguments for various independent and dependent claims. Each of these arguments is separately argued below and presented with separate headings and sub-headings as required by 37 C.F.R. § 41.37(c)(1)(vii).

A. Claims 1-7, 11, and 21-23 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over U.S. Patent Application Publication No. 2003/0065546 (Gorur) in View of U.S. Patent No. 7,313,533 (Chang).

1. Claims 1-3, 6, 11, 21, 22.

The obviousness rejection of claim 1 over Gorur and Chang is defective.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as the U.S. Supreme Court held, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

Claim 1 recites a method of visualizing business agreement interactions, where the method comprises:

- dividing, by a computer, parties into at least three types;
- displaying, by the computer, one or more parties of a first type as nodes in a first region of a view window;
- displaying, by the computer, one or more parties of a second type as nodes in a second region of the view window;
- displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions; and
- displaying, by the computer, agreements between parties as lines between corresponding nodes.

As correctly noted by the Examiner, Gorur fails to disclose parties of at least three different types. 07/21/2009 Office Action at 3. In fact, Gorur teaches that **peer-to-peer** contract relationships are depicted in a user interface screen 300 depicted in Fig. 3. The peer-to-peer

contract relationships represented by the user interface screen 300 of Gorur is focused on the fact that Gorur contemplates **just two** different types of parties: provider and customer. Therefore, the issues associated with different parties of at least three types having to be represented in a view window in different regions of the view window clearly are not contemplated by Gorur.

Although Chang in column 7 refers to parties P1-P4, there is absolutely no hint given in Chang that the nodes corresponding to these parties P1-P4 would be displayed in different regions of a view window. Therefore, a person of ordinary skill in the art looking to the teachings of Gorur and Chang would clearly not have been led to the claimed invention.

Since the hypothetical combination of Gorur and Chang does not teach or hint at all elements of claim 1, it is respectfully submitted that the obviousness rejection of claim 1 and its dependent claims is defective.

Moreover, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of Gorur and Chang to achieve the claimed invention. As noted above, Gorur specifically teaches **peer-to-peer** contract relationships, as depicted in user interface screen 300 in Fig. 3 of Gorur. Thus, Gorur contemplates just two different types of parties: provider and customer. There would have been absolutely no reason to display more parties in the user interface screen 300 of Gorur, since Gorur is focused on peer-to-peer contract relationships. Thus, a person of ordinary skill in the art would have found no reason to combine the teachings of Gorur and Chang.

The Response to Arguments section of the 07/21/2009 Office Action argued that Chang “discloses business agreements between three types of parties.” 07/21/2009 Office Action at 21. Specifically, the Response to Arguments section of the Office Action cited column 5, line 57 – column 6, line 33, of Chang as disclosing “forming business agreements amongst a plurality of

types of business entities such as service providers, service consumers, and internal departments.” *Id.* However, although Chang refers to different types of parties, there is absolutely no hint given in Chang of displaying nodes representing corresponding three different types of parties in three corresponding different regions of a view window, where one of the regions is between two of the other regions, and where agreements between these three different types of parties are displayed as lines between corresponding nodes.

Importantly, note that Gorur specifically teaches **peer-to-peer** contract relationships, as depicted in user interface screen 300 in Fig. 3 of Gorur. Gorur thus specifically contemplates just two different types of parties, and thus there would have been no reason to display more than two types of parties in the user interface screen 300 of Gorur. The Examiner argued that Gorur “is fully capable of displaying parties of a plurality of types that enter into agreements with one another.” However, this allegation appears to be based on the use of impermissible hindsight that has benefited from the teachings of the present invention. Without the teachings of the present invention, a person of ordinary skill in the art would have been led by Gorur to depict peer-to-peer relationships between parties, and would have found no reason whatsoever to display three different types of parties as nodes in three different regions of a view window, where one of the regions is between two other regions, and where agreements between the three different types of parties are displayed as lines between corresponding nodes.

In view of the foregoing, it is respectfully submitted that the obviousness rejection of claim 1 and its dependent claims over Gorur and Chang is clearly erroneous.

The obviousness rejection of independent claim 21 and its dependent claims is also similarly defective.

Reversal of the final rejection of the above claims is respectfully requested.

2. Claim 4.

Claim 4 depends from claim 1 and is therefore allowable for at least the same reasons as claim 1. Claim 4 further recites that the first region is an arc of a circle, and the second region is an opposing arc of the circle. The Examiner conceded that Gorur and Chang fail to disclose these features of claim 4. 07/21/2009 Office Action at 6. However, the Examiner argued that “it would have been an obvious matter of design choice to have the first region be represented as an arc of a circle and have the second regions be represented as an opposing arc of the circle, since appellant has not disclosed that having the regions [sic] being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.” *Id.*

The representation of parties on arcs of a circle is beneficial in the context of the invention because the invention is displaying parties of **three** types. This is contrasted to what is taught by Gorur, which teaches merely peer-to-peer relationships and depicts parties of two types. The statement that the subject matter of claim 4 would be an “obvious matter of design choice” is clearly incorrect, as a person of ordinary skill in the art would have absolutely found no reason to depict the peer-to-peer relationships of Gorur on arcs of a circle, as doing so would make no sense in the context of Gorur. Therefore, a person of ordinary skill in the art would not have been led to the claimed invention by the teachings of Gorur and Chang.

Claim 4 is therefore further allowable for the foregoing reason.

Reversal of the final rejection of the above claim is respectfully requested.

3. Claim 5.

Claim 5 depends from claim 4 and is therefore allowable for at least the same reasons as claim 4. Moreover, claim 5 recites that a third region is a circle diameter that separates the first

and second regions. Again, the arrangement of Fig. 5 in which the three regions include an arc of a circle, an opposing arc of the circle, and a circle diameter that separates first and second regions, is beneficial in the context of having to depict three types of parties. Such an arrangement would be completely unnecessary, and even undesirable, in the context of Gorur, which displays just two types of parties.

Claim 5 is therefore further allowable for the foregoing reason.

Reversal of the final rejection of the above claim is respectfully requested.

4. Claims 7, 23.

Claims 7 and 23 depend from base claims 1 and 21, respectively, and are therefore allowable for at least the same reasons as the base claims. Moreover, claim 7 further recites that the lines (representing agreements between parties) are displayed with at least one characteristic **indicative of whether a violation of a corresponding agreement has occurred**. With respect to claim 7, the Examiner cited Chang, column 4, lines 27-30. 7/21/2009 Office Action at 7. Although this passage refers to using a KPI (key performance indicator) value to determine whether a business commitment has been violated based on evaluation results, there is absolutely no hint given in Chang, or in Gorur, of lines (representing agreements between parties) being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Without any basis in the objective evidence, the Examiner asserted that “it would have been obvious to modify the display of agreements between Gorur et al. to include indicating whether [a] violation of agreements has occurred . . .” *Id.* at 23-24. Again, the only apparent basis for this assertion is based on impermissible hindsight benefiting from the teachings of the invention – Chang would have provided absolutely no hint of lines representing agreements

between parties displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Claim 7 is therefore further allowable for the foregoing reason.

Dependent claim 23 is further allowable for similar reasons.

Reversal of the final rejection of the above claims is respectfully requested.

B. Claims 8 and 9 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2004/0210540 (Israel).

1. Claim 8.

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 8 over Gorur, Chang, and Israel is defective.

Moreover, claim 8 recites that agreements between parties are displayed as lines between corresponding nodes, that the lines are displayed with at least one characteristic indicative of a whether a violation of a corresponding one of the agreements has occurred, and that the at least one characteristic is color. The Examiner conceded that Gorur and Chang fail to disclose displaying lines with a color indicative of whether a violation of a corresponding one of the agreements has occurred. 7/21/2009 Office Action 8. Instead, the Examiner cited Israel, and in particular, to ¶ [0198] of Israel. This passage of Israel refers to different colors associated with the status of a **dispute** between two parties. Indicating the status of a dispute is completely different from indicating with color whether a violation of an agreement has occurred. Therefore, Israel provides absolutely no hint of the subject matter of claim 8 that the Examiner has conceded as missing from Gorur and Chang.

Therefore, claim 8 is clearly allowable over Gorur, Chang, and Israel.

Reversal of the final rejection of the above claim is respectfully requested.

2. Claim 9.

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 9 over Gorur, Chang, and Israel has also been overcome.

Claim 9 recites that agreements between parties are displayed as lines between corresponding nodes, that the lines are displayed with at least one characteristic indicative of whether a violation of a corresponding one of the agreements has occurred, and that the at least one characteristic is animation. The Examiner conceded that this feature of claim 9 is missing from Gorur and Chang, and instead, cited to ¶ [0198] of Israel, which teaches use of colors to indicate the status of a dispute between parties. 7/21/2009 Office Action at 9. The Examiner conceded that Israel fails to disclose that the characteristic is animation. *Id.* However, the Examiner stated that use of animation would have been an obvious matter of design choice.

The Examiner's statement is incorrect. As discussed above in connection with claim 8, the color assigned in Israel is used to display the status of a dispute, not to indicate whether a violation of an agreement between parties has occurred. Moreover, use of color does not provide any hint whatsoever of use of animation, as recited in claim 9. The only basis for the Examiner's allegation of obviousness appears to be the teachings of the invention, with the Examiner citing to no objective evidence of record that would have hinted that animation can be used to indicate whether a violation of an agreement between parties has occurred. Therefore, claim 9 is further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested..

C. Claims 10, 27, and 29 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2005/0066026 (Chen).

1. Claims 10, 27, 29.

In view of the allowability of base claims 7 and 23 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claims 10, 27, and 29 over Gorur, Chang, and Chen has been overcome.

Reversal of the final rejection of the above claims is respectfully requested.

D. Claims 12 and 24 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent No. 7,020,869 (Abrari) and Chen.

1. Claims 12, 24.

In view of the allowability of base claims 1 and 21 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of dependent claims 12 and 24 over Gorur, Chang, Abrari, and Chen is in error.

Claim 12 further recites the following:

- displaying agreement conditions between the one or more parties of the first type and a particular party of the third type as parallel lines in one window region;
- displaying agreement conditions between the one or more parties of the second type and the particular party of the third type as parallel lines in a second window region; and
- changing one or more of the parallel lines as a function of time to display violations as a function of time.

In the rejection of claim 12, the Examiner referred to column 4, lines 27-30, of Chang, which discloses providing notification of a violation of a business commitment. However, there is nothing in this passage of Chang to even remotely hint at displaying agreement conditions between one or more parties of a first type and a particular party of a third type as parallel lines

in one window region, and displaying agreement conditions between one or more parties of the second type and the particular party of the third type as parallel lines in a second window region. Moreover, Chang provides absolutely no hint whatsoever of changing one or more of the parallel lines as a function of time to display violations as a function of time.

The Examiner further referred to Abrari and Chen as providing teachings that would have led a person of ordinary skill in the art to the claimed invention. Specifically, the Examiner cited the Abstract of Abrari, which teaches displaying a rule set as an editable list of conditions and an editable list of actions, where the conditions and actions are linked to each other by the combination of an editable list of if-values and an editable list of then-values. There is absolutely nothing here to even remotely hint at displaying agreement conditions between different parties in different window regions, and changing parallel lines as a function of time to display violations as a function of time.

The Examiner also cited to Chen, and specifically, to ¶ [0041] of Chen. The cited passage of Chen refers to screen layouts for displaying real-time service level performance information for software applications. However, displaying service level performance information of software applications has nothing to do with displaying agreement conditions between parties of different types in different window regions, and changing one or more parallel lines as a function of time to display violations as a function of time.

Therefore, claim 12 is further allowable for the foregoing reasons.

Claim 24 is similarly further allowable.

Reversal of the final rejection of the above claims is respectfully requested.

E. Claims 13, 14, 19, 25, and 26 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari, and Further in View of Chang.

1. Claims 13, 14, 19, 25, 26.

It is respectfully submitted that the obviousness rejection of claim 13 over Gorur, Abrari, and Chang is clearly defective.

Claim 13 recites a method of visualizing business agreement interactions, comprising:

- displaying agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window; and
- displaying agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window,
- wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Even if the three references could be hypothetically combined, the hypothetical combination of the references clearly would not have disclosed or hinted at the following feature of claim 13: “wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.” The Examiner cited Chang as disclosing “indicating whether a violation has occurred,” citing to column 4, lines 27-30, of Chang. 7/21/2009 Office Action at 5. This cited passage of Chang, as discussed above, refers to using a KPI value to determine whether a business commitment has been violated based on evaluation results. However, there is absolutely no hint given in Chang of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Neither Abrari nor Gorur provides any hint of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of the represented agreement condition has occurred.

Therefore, even if the above references could be hypothetically combined, the hypothetical combination would not have led to the claimed invention.

Moreover, there did not exist any reason that would have prompted a person of ordinary skill in the art to combine the teachings of the references to achieve the claimed invention. As noted above, Gorur simply provides a simple view in Fig. 3 of peer-to-peer relationships between providers and customers. There is absolutely no hint given in Gorur of any desirability to display lines between the entities with a characteristic indicative of whether a violation of a represented agreement condition has occurred. Although Chang makes reference to detecting violation of a business commitment, such detection is in the context of evaluating a KPI value, and has nothing to do with the visualization technique recited in claim 13. Therefore, a person of ordinary skill in the art would not have been led by Gorur, Abrari, and Chang to the claimed invention. Therefore, claim 13 and its dependent claims are non-obvious over these references.

Independent claim 25 and its dependent claims are similarly allowable over the cited references.

Reversal of the final rejection of the above claims is respectfully requested.

F. Claim 15 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of U.S. Patent Application Publication No. 2004/0210540 (Israel).

1. Claim 15.

In view of the allowability of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claim 15 over Gorur, Abrari, Chang, and Israel has also been overcome. Moreover, as discussed above, Israel provides absolutely no hint of displaying lines with color to indicate whether a violation of a represented agreement condition has occurred. Israel relates to using color to indicate the status of a dispute

between parties, and has nothing to do with indicating whether a violation of an agreement condition has occurred. Therefore, claim 15 is clearly allowable over the cited references.

Reversal of the final rejection of the above claim is respectfully requested.

G. Claims 16 and 30 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.

1. Claims 16, 30.

In view of the allowability of base claims 13 and 25 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claims 16 and 30 over Gorur, Abrari, Chang, and Chen is also defective.

Claim 16 recites that displaying the agreement conditions is animated to show a violation occurrence sequence over time. The Examiner conceded that Gorur, Abrari, and Chang fail to disclose the animation feature of claim 16. 7/21/2009 Office Action at 17. However, the Examiner argued that this would have been “an obvious matter of design choice.” *Id.* The Examiner also cited ¶ [0041] of Chen, which discloses screen layouts for displaying service level performance information of software applications. None of the cited references provide any teaching of displaying agreement conditions with an animation to show a violation occurrence sequence over time. The only basis for the allegation of obviousness is based on the teachings of the invention itself, which constitutes impermissible hindsight.

Therefore, claim 16 (and claim 30) are clearly non-obvious over the cited references.

Reversal of the final rejection of the above claim is respectfully requested.

H. Claims 17, 18, 20, and 28 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.

1. Claims 17, 18, 20, 28.

In view of the defective obviousness rejection of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claims 17, 18, and 20 over Gorur, Abrari, Chang, and Chen is also defective.

Reversal of the final rejection of the above claims is respectfully requested.

CONCLUSION

In view of the foregoing, reversal of all final rejections and allowance of all pending claims is respectfully requested.

Respectfully submitted,

Date: December 15, 2009

_____/Dan C. Hu/
Dan C. Hu
Registration No. 40,025
TROP, PRUNER & HU, P.C.
1616 South Voss Road, Suite 750
Houston, TX 77057-2631
Telephone: (713) 468-8880
Facsimile: (713) 468-8883

VIII. APPENDIX OF APPEALED CLAIMS

The claims on appeal are:

1. A method of visualizing business agreement interactions, the method comprising:
dividing, by a computer, parties into at least three types;
displaying, by the computer, one or more parties of a first type as nodes in a first region
of a view window;
displaying, by the computer, one or more parties of a second type as nodes in a second
region of the view window;
displaying one or more parties of a third type as nodes in a third region of the view
window, wherein the third region is at least substantially between the first and second regions;
and
displaying, by the computer, agreements between parties as lines between corresponding
nodes.
2. The method of claim 1, wherein the one or more parties of the first type are suppliers for
the one or more parties of the third type.
3. The method of claim 2, wherein the one or more parties of the second type are customers
for the one or more parties of the third type.
4. The method of claim 1, wherein the first region is an arc of a circle, and wherein the
second region is an opposing arc of the circle.
5. The method of claim 4, wherein the third region is a circle diameter that separates the
first and second regions.
6. The method of claim 1, wherein the third region is a line separating the first and second
regions.

- 1 7. Currently Amended) The method of claim 1, wherein said lines are displayed with at
2 least one characteristic indicative of whether a violation of a corresponding one of the
3 agreements has occurred.
- 1 8. The method of claim 7, wherein said at least one characteristic is color.
- 1 9. The method of claim 7, wherein said at least one characteristic is animation.
- 1 10. The method of claim 7, wherein said at least one characteristic is further indicative of a
2 violation severity, wherein different characteristics associated with said lines are indicative of
3 corresponding different violation severities.
- 1 11. The method of claim 1, further comprising:
2 displaying a hierarchical tree of business agreement information; and
3 highlighting associated items in the view window as a user selects items in the
4 hierarchical tree.
- 1 12. The method of claim 1, further comprising:
2 displaying agreement conditions between the one or more parties of the first type and a
3 particular party of the third type as parallel lines in one window region;
4 displaying agreement conditions between the one or more parties of the second type and
5 the particular party of the third type as parallel lines in a second window region; and
6 changing one or more of the parallel lines as a function of time to display violations as a
7 function of time.

1 13. A method of visualizing business agreement interactions, the method comprising:
2 displaying, by a computer, agreement conditions between a first party and one or more
3 parties of a first type as one or more noncrossing groups of parallel lines in one region of a view
4 window; and
5 displaying, by the computer, agreement conditions between the first party and one or
6 more parties of a second type as one or more noncrossing groups of parallel lines in a second
7 region of a view window,
8 wherein said lines are displayed with at least one characteristic indicative of whether a
9 violation of a represented agreement condition has occurred.

1 14. The method of claim 13, wherein the first party is represented by a line separating the
2 first region from the second region, and wherein the first party is a third type of party different
3 from the first and second types.

1 15. The method of claim 13, wherein said at least one characteristic is color.

1 16. The method of claim 13, wherein said displaying actions are animated to show a violation
2 occurrence sequence over time.

1 17. The method of claim 13, wherein said at least one characteristic is further indicative of a
2 violation severity, wherein different characteristics associated with said lines are indicative of
3 corresponding different violation severities.

1 18. The method of claim 13, further comprising changing the view window as a function of
2 time to display a time sequence of violations.

1 19. The method of claim 13, wherein parties of the first type are suppliers of the first party,
2 and wherein parties of the second type are customers of the first party.

1 20. The method of claim 13, wherein agreement conditions between the parties are shown as
2 shown as a time series to indicate an order in which violations occur.

1 21. A computer-readable storage medium containing software for visualizing business
2 agreement interactions to a computer, wherein the software when executed causes the computer
3 to:
4 divide parties into at least three types;
5 display one or more parties of a first type as nodes in a first region of a view window;
6 display one or more parties of a second type as nodes in a second region of the view
7 window;
8 display one or more parties of a third type as nodes in a third region of the view window,
9 wherein the third region is at least substantially between the first and second regions; and
10 display agreements between parties as lines between corresponding nodes.

1 22. The medium of claim 21, wherein the one or more parties of the first type are suppliers
2 for the one or more parties of the third type, and wherein the one or more parties of the second
3 type are customers for the one or more parties of the third type.

1 23. The medium of claim 21, wherein said lines are displayed with at least one characteristic
2 indicative of whether a violation of a corresponding one of the agreements has occurred.

1 24. The medium of claim 21, wherein the software further configures the computer to:
2 display agreement conditions between the one or more parties of the first type and a
3 particular party of the third type as parallel lines in one window region;
4 display agreement conditions between the one or more parties of the second type and the
5 particular party of the third type as parallel lines in a second window region; and
6 change one or more of the parallel lines as a function of time to display violations as a
7 function of time.

1 25. A computer-readable storage medium containing software for visualizing business
2 agreement interactions to a computer, wherein the software when executed causes the computer
3 to:

4 display agreement conditions between a first party and one or more parties of a first type
5 as one or more noncrossing groups of parallel lines in one region of a view window; and

6 display agreement conditions between the first party and one or more parties of a second
7 type as one or more noncrossing groups of parallel lines in a second region of a view window,
8 wherein said lines are displayed with at least one characteristic indicative of whether a
9 violation of a represented agreement condition has occurred.

1 26. The medium of claim 25, wherein the first party is represented by a line separating the
2 first region from the second region.

1 27. The method of claim 10, wherein the different characteristics are different colors that are
2 indicative of corresponding different violation severities.

1 28. The method of claim 17, wherein the different characteristics are different colors that are
2 indicative of corresponding different violation severities.

1 29. The medium of claim 23, wherein the lines having different characteristics are indicative
2 of different corresponding violation severities.

1 30. The medium of claim 25, wherein the lines having different characteristics are indicative
2 of different corresponding violation severities.

IX. EVIDENCE APPENDIX

None.

X. RELATED PROCEEDINGS APPENDIX

None.